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 JOSE JESUS GARCIA OTIS

FILED
 Superior Court of California
 County of Los Angeles
 09/28/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: R. Aspiras Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – COMPTON COURTHOUSE

JOSE JESUS GARCIA OTIS, individually and
 on behalf of all persons similarly situated,

Plaintiff,

vs.

JAS FORWARDING (USA), INC., a Georgia
 Stock Corporation;
 and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CMCV01269

*[Assigned for all purposes to the Honorable
 Michael B. Wilson, Dept. E]*

**~~PROPOSED~~ ORDER AND JUDGMENT
 GRANTING PLAINTIFF’S MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT, PLAINTIFF’S
 CLASS REPRESENTATIVE SERVICE
 PAYMENT, AND REQUEST FOR
 ATTORNEY FEES AND COSTS**

*[Filed concurrently with Notice of Motion
 and Motion for Final Approval of Class
 Action Settlement; Memorandum of Points
 and Authorities in Support of Motion for
 Final Approval; Declaration of Haig B.
 Kazandjian; Declaration of Cassandra
 Polites of ILYM Group, Inc.; and [Proposed]
 Order and Judgment]*

HEARING INFO

Final Approval Hearing
 Date: September 23, 2026
 Time: 8:30 AM
 Dept.: E

Action Filed: August 21, 2024
 FAC Filed: April 1, 2026
 Trial Date: None

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The Court, having read the papers filed with regard to Plaintiff's motion for final approval of class action settlement and hearing argument regarding that motion, hereby issues this Final Approval Order and FINDS, ORDERS AND ADJUDGES:

2. The Court certifies the class for purposes of settlement. The class to whom this judgment applies is defined as follows: all non-exempt hourly current and former employees employed by Defendant JAS Forwarding (USA), Inc. in California during the Class Period of October 15, 2022 through June 23, 2025.

4. The Class Period means the time period from October 15, 2022 through June 23, 2025.

6. “Operative Complaint” means the Amended Complaint that Plaintiff Garcia Otis filed on April 1, 2026, adding class action claims to the PAGA only Complaint in Los Angeles

Superior Court, Case No. 24CMCV01269.

7. “Class Counsel” shall be deemed to be Haig B. Kazandjian Lawyers APC.

8. “Released Parties” collectively shall encompass Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future owners, officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Defendant

9. The Court finds that the Class Action and PAGA Settlement Agreement (the “Agreement”), was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the Settlement satisfies the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10. The Settlement Agreement is therefore finally approved and incorporated herein.

a. The Gross Settlement Amount (“GSA”) is \$160,000.00

b. The Net Settlement Fund (“Net”) is \$61,515.33 (GSA minus the following):

c. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys’ fees in the amount of \$56,000.00 and costs in the amount of \$9,734.67.

d. The Court grants the requested Class Representative Service Payment of \$10,000.00 to Plaintiff Jose Jesus Garcia Otis.

e. The Settlement Administrator, ILYM Group, Inc. is awarded \$6,750.00 for its fees and services.

f. The Court approves the PAGA payment of \$16,000.00 payable as follows:

i. \$12,000.00 (75% of \$16,000.00 PAGA Payment) payable to the LWDA.

ii. The Court approves payment of \$4,000.00 (25% of \$16,000.00 PAGA

Aggrieved Employees Payment) payable to the Aggrieved Employees.

g. In addition to the GSA, Defendant will be separately responsible for any employer payroll taxes required by law.

11. The Court orders the parties to the Settlement Agreement to perform forthwith each of their obligations as set forth according to the terms of the Settlement Agreement.

12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

13. Funding of the Gross Settlement: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

14. Distribution of GSA: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the L WDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”).

1 The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099
2 Forms. Participating Class Members assume full responsibility and liability for any employee
3 taxes owed on their Individual Class Payment.

4 16. The Administrator will calculate each Individual Class Payment as follows: by (a)
5 dividing the Net Settlement Amount by the total number of Workweeks worked by all
6 Participating Class Members during the Class Period and (b) multiplying the result by each
7 Participating Class Member's Workweeks.

8 17. Uncashed Checks: The Administrator will issue checks for the Individual Class
9 Payments and/or Individual PAGA Payments and send them to the Class Members via First
10 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not
11 less than 180 days after the date of mailing) when the check will be voided. The Administrator
12 will cancel all checks not cashed by the void date. For any Class Member whose Individual
13 Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the
14 void date, the Administrator shall transmit the funds represented by such checks to the California
15 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no
16 "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision
17 (b).

18 18. The parties and the Settlement Administrator have used their best efforts to locate
19 class members and to provide them with notice that fully and accurately informs class members
20 of all material elements of the proposed Settlement. The Court finds that the notice program
21 implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice,
22 (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the
23 pendency of the Litigation, their right to object or exclude themselves from the proposed
24 Settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted
25 valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable
26 requirements of due process under California law.

27 19. No objections to the Settlement were filed and no Class Members have requested
28 to be excluded from the Class Action Settlement.

20. Accordingly, Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

i. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., failure to pay minimum wages; failure to pay overtime wages at the correct rate; failure to pay double time wages at the correct rate; failure to pay overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay; failure to provide meal periods; failure to provide rest periods; failure to pay premium wages for missed meal and rest periods; failure to provide accurate written wage statements; failure to pay wages due, negotiable and payable in cash on demand; failure to provide employment records for inspection; failure to provide reporting time pay; failure to pay split shift payments; failure to pay sick time pay at the correct rate; failure to provide notice of paid sick time; failure to reimburse necessary business expenditures; and failure to pay all of their final wages following separation of employment in violation of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 226(a), 246, 354, 408, 432, 510, 512, 553, 558(a), 1174, 1175, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and 2802 as well as California Code of Regulations, Title 8 section 11050(5)(A) and 11050(4)(C) and Business & Professions Code sections 17200 and 17203, during the Class Period of October 15, 2022 through June 23, 2025. Except as set forth in the Release by Aggrieved Employees (Section 5.3 of the Settlement Agreement), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation or claims based on facts occurring outside the Class Period.

3 ii. Release by Aggrieved Employees: All Aggrieved Employees (including Non-
4 Participating Class Members and Participating Class Members who are Aggrieved Employees)
5 are deemed to release, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
7 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
8 alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
9 Notice and ascertained in the course of the Action including, e.g., failure to provide employment
10 records, failure to pay overtime/double time, failure to provide meal and rest periods, failure to
11 pay minimum wages, failure to keep accurate payroll records and provide accurate itemized
12 wage statements, failure to pay reporting time, failure to pay split shifts, failure to timely pay
13 wages during employment, failure to pay wages owed upon separation of employment, failure
14 to reimburse necessary business expenses and costs, failure to provide notice of paid sick time
15 and accrual, Labor Code §§ 201, 202, 203, 204, 206, 210, 212, 213, 223, 226, 226.7, 226.8,
16 226(a), 432, 510, 512, 515(a), 558(a), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
17 1198.5, 2753, 2698, 2699, et. seq., 2800 and 2802 as well as California Code of Regulations,
18 Title 8 section 11050(5)(A) and 11050(4)(C), during the PAGA Period of May 21, 2023 through
19 April 21, 2026, the date the Court granted preliminary approval of the Settlement Agreement.

20 21. The Court bars and permanently enjoins Plaintiff, the Participating Class
21 Members, and Aggrieved Employees from asserting, instituting, or prosecuting, either directly
22 or indirectly, any settled claims which any class member or aggrieved employee had or has to
23 the extent provided in the Settlement Agreement.

24 22. The Parties are ordered to give notice of this order to all class members and
25 Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a
26 copy of this Order on the Settlement Administrator's website.

27 23. The Court hereby orders Class Counsel to submit this judgment and the order
28 granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision

1 (l)(3).

2 24. Recovery for Plaintiff and the Class Members in this Action is limited to what is
3 set forth in the Settlement Agreement and this Final Approval Order.

4 25. The recovery for attorneys' fees is limited to what is set forth in the Settlement
5 Agreement and approved by the Court in this Final Approval Order.

6 26. **The Court hereby orders Class Counsel to file a final Report re: Distribution**
7 **of the Settlement Funds to the Court by September 23, 2027. The Court sets a non-**
8 **appearance case management review for October 7, 2027, at 8:30 a.m., ~~OR for~~**
9 **, 2027 at a.m./p.m. in Department E at the Los Angeles**
10 **Superior Court, Compton Courthouse.**

11 27. Without affecting the finality of this Judgment and Order in any way, the Court
12 retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation
13 and enforcement of the Settlement Agreement pursuant to further orders of the Superior Court
14 until each and every act agreed to be performed by the parties hereto shall have been performed
15 pursuant to the Settlement Agreement; (2) any other action necessary to conclude this Settlement
16 and to implement the Settlement Agreement; and (3) the enforcement, construction, and
17 interpretation of the Settlement Agreement.

18 28. Neither this Order granting final approval and entering Judgment, nor the
19 settlement agreement on which it is based are an admission or concession by any party of any
20 fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or
21 invalidity of any claims in this action or a determination of any wrongdoing by any party. The
22 final approval of the Parties' Settlement will not constitute any opinion, position, or
23 determination of this Court, one way or the other, as to the merits of the claims or defenses of
24 any party.

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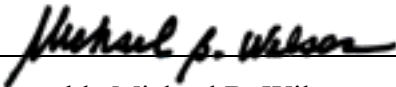
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1 29. This Judgment and Order is intended to be a final disposition of the above-
2 captioned action in its entirety, and it is intended to be immediately appealable.

3 IT IS SO ORDERED.

4
5 Dated: 09/28/2026



Honorable Michael B. Wilson,

Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On August 31, 2026, I served the foregoing document(s) described as:

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFF'S CLASS REPRESENTATIVE SERVICE PAYMENT, AND REQUEST FOR ATTORNEY FEES AND COSTS

on the interested parties in this action by method indicated below:

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Attorneys for Defendant,
JAS Forwarding (USA), INC

[X] **BY ELECTRONIC SERVICE:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from aren@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 31, 2026, at Glendale, California.

/s/ Aren Sukiasyan

Aren Sukiasyan